

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON NEW ENGLAND INC.
d/b/a
VERIZON MAINE
and
LIGHTSHIP TELECOM, LLC

This Amendment No. 2 (this "Amendment") is made this 8th day of August 2000 (the "Effective Date") by and between Verizon New England Inc. d/b/a Verizon Maine, a New York Corporation ("Verizon"), and Lightship Telecom, LLC, a Delaware LLC ("Lightship"). (Verizon and Lightship may be referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Lightship are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated June 14, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000; and

WHEREAS, Verizon is prepared to provide network elements and combinations of network elements to Lightship in accordance with, but only to the extent required by, all effective, final and nonappealable laws and government regulations and orders applicable to such elements and combinations (such laws, regulations and orders, "Applicable Law");

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

1. Amendment to Interconnection Agreement. Effective as of the date first set forth above, the Interconnection Agreement is amended hereby as follows:

(a) Loops.

(1) 4-Wire 56 kbps Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow Lightship to access a 4-Wire 56 kbps Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “4-Wire 56 kbps Loop” means a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to Lightship in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time after the date first set forth above.

(2) DS3 Loops. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall allow Lightship to access a DS3 Loop (as such term is hereinafter defined) unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and provisions of this Section 1(a). “DS3 Loop” means a two-point channel which provides for simultaneous two-way transmission of serial bipolar return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (MBPS). A DS3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical NETWORK transport systems. Verizon shall provide Lightship with access to a DS3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.

(b) NID. (1) Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 1(d) of this Amendment and at Lightship’s request, Verizon shall permit Lightship to connect a Lightship Loop to the inside wiring of a Customer through the use of a Verizon NID (as such term is hereinafter defined) in the manner set forth in this Section 1(b). Lightship may access a Verizon NID either by means of a cross connect (but only if the use of such cross connect is technically feasible) from an adjoining Lightship NID deployed by Lightship or, if an entrance module is available in the Verizon NID, by connecting a Lightship Loop to the Verizon NID. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer’s inside wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer’s premises and inside wire.

(2) In no case shall Lightship access, remove, disconnect or in any other way rearrange Verizon’s Loop facilities from Verizon’s NIDs, enclosures, or protectors.

(3) In no case shall Lightship access, remove, disconnect or in any other

way rearrange a Customer's inside wire from Verizon's NIDs, enclosures, or protectors where such Customer inside wire is used in the provision of ongoing telecommunication service to that Customer.

(4) In no case shall Lightship remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

(5) In no case shall Lightship remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

(6) Maintenance and control of premises inside wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

(7) When Lightship is not connecting a Lightship-provided Loop to the inside wiring of a Customer's premises through the Customer's side of the Verizon NID, Lightship does not need to submit a request to Verizon and Verizon shall not charge Lightship for access to the Verizon NID. In such instances, Lightship shall comply with the provisions of Sections 1(b)(2)-(6) of this Amendment and shall access the Customer's inside wire in the manner set forth in Section 1(b)(7)(i) of this Amendment.

(i) Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), Lightship may access the Customer's inside wire, acting as the agent of the Customer, by any of the following means:

(A) Where an adequate length of inside wire is present and environmental conditions permit, requesting carrier (i.e., Lightship or Lightship's agent, the building owner, or the Customer) may remove the inside wire from the Customer's side of the Verizon NID and connect that wire to Lightship's NID;

(B) Where an adequate length of inside wire is not present or environmental conditions do not permit, Lightship may enter the Customer side of the Verizon NID enclosure for the purpose of removing the inside wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the inside wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(C) Lightship may request Verizon to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (*i.e.* Lightship, its agent, the building owner or the Customer). If Lightship accesses the Customer's inside wire as described in this Section 1(b)(7)(i)(C), time and materials charges will be billed to the requesting party (*i.e.* Lightship, its agent, the building owner or the Customer).

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a “Combination”) only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by applicable law to provide a Combination to Lightship, the terms, conditions and prices for such Combination shall be as provided in Verizon’s NYPSC No. 916 Tariff, as amended from time to time. Until any amendment to such tariff filed by Verizon with the Commission that is applicable to Combinations becomes effective, Verizon shall provide Combinations to Lightship in accordance with, and subject to, the terms and provisions of such amendment, as amended from time to time.

(c) Combinations. Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment, Verizon shall be obligated to provide a combination of network elements (a “Combination”) only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to Lightship, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the “Combo Requirements”). Verizon shall make the Combo Requirements publicly available in an electronic form.

(d) Limitations. Notwithstanding anything set forth in the Interconnection Agreement:

(1) The Parties acknowledge that Verizon is not required by Applicable Law to provide to Lightship certain network elements on an unbundled basis or Combinations that include those elements until an FCC order prescribing the network elements that must be provided by Verizon pursuant to the Communications Act of 1934, 47 U.S.C. § 151 *et seq.*, as amended (such an order, an “FCC Remand Order”), becomes effective. Nothing contained in the Interconnection Agreement or this Amendment shall be deemed to constitute an agreement by Verizon that any item identified in the Interconnection Agreement or this Amendment as a network element is (i) a network element under Applicable Law, or (ii) a network element Verizon is required by Applicable Law to provide to Lightship on an unbundled basis. Nothing contained in the Interconnection Agreement or this Amendment shall limit Verizon’s right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect Verizon’s obligations under the Interconnection Agreement, this Amendment or Applicable Law.

(2) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall be required to provide a network element on an unbundled basis only where necessary facilities are available.

(3) Notwithstanding anything set forth in the Interconnection Agreement, Verizon shall not provide Lightship, and Lightship shall not request from Verizon, access to a proprietary advanced intelligent network service.

(e) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Loop”, “Link”, “ULL”, “Unbundled Local Loop”, “Local Link Transmission” and like terms as used in the Interconnection Agreement and this Amendment mean a transmission path that extends from a main distribution frame, DSX panel or functionally comparable piece of equipment in a Customer’s serving end office to the rate demarcation point (or NID if installed at the rate demarcation point) in or at the Customer’s premises and such terms may be used interchangeably in this Amendment and the Interconnection Agreement. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

(f) Notwithstanding anything set forth in the Interconnection Agreement, the terms “Network Interface Device” and “NID” as used in the Interconnection Agreement and this Amendment mean an interface provided by a telecommunications carrier, including all features, functions and capabilities of such interface, and terminating such carrier’s telecommunications network on the property where a Customer’s service is located at a point determined by such carrier. The NID contains an FCC Part 68 registered jack from which inside wire may be connected to Verizon’s network.

(g) Notwithstanding anything set forth in the Interconnection Agreement and subject to the conditions set forth in Section 1(d) of this Amendment:

(1) Verizon shall provide access to 4-Wire 56 kbps Loops, DS3 Loops, NIDs and Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (such rates and/or rate structures, the “Rates”). Lightship acknowledges that Verizon is developing the Rates but that Verizon has not finished developing the Rates as of the Effective Date. When Verizon finishes developing a Rate, Verizon shall notify Lightship in writing of the Rate and thereafter shall bill Lightship, and Lightship shall pay to Verizon, for services provided under this Amendment on the Effective Date and thereafter in accordance with such Rate, subject to Section 1(g)(2) of this Amendment.

(2) The Rates for services provided under this Amendment (but not under the Interconnection Agreement unless otherwise expressly provided therein) shall be interim Rates and shall be replaced on a prospective basis by such Rates as may be approved by the Commission, or as otherwise allowed to go into effect, or if appealed as may be ordered at the conclusion of such appeal, *provided, however*, that a Rate provided by Verizon to Lightship in accordance with Section 1(g)(1) of this Amendment that has been approved or allowed to go into effect by the Commission prior to the date on which Verizon provides such Rate to Lightship shall be a permanent rate. If the Commission should alter, amend or modify and then approve or make effective an interim Rate in a final order and such order is not appealed or otherwise challenged, the Parties shall true up amounts billed and paid based on such Rate for services provided under this Amendment (but not under the Interconnection Agreement) on the Effective Date and thereafter until the date on which the Commission approves or allows to go into effect such altered, amended or modified interim Rate, *provided, however*, that, notwithstanding anything else set forth in this Amendment or anything set forth in the Interconnection Agreement, any Rate or rate and/or rate structure that is part of a Rate provided by Verizon to Lightship in

accordance with Section 1(g)(1) of this Amendment and that has been approved or allowed to go into effect by the Commission before Verizon provides such Rate or rate and/or rate structure to Lightship shall not be subject to the true-up obligations of this Section 1(g)(2).

2. Conflict between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the terms and provisions of the Interconnection Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Interconnection Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Interconnection Agreement, or in the Interconnection Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of Amendment. This Amendment shall amend, modify and revise the Interconnection Agreement only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Interconnection Agreement shall remain in full force and effect after the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the date first set forth above.

LIGHTSHIP TELECOM, LLC

VERIZON MAINE

By:_____

By:_____

Printed:_____

Printed: Jeffrey A. Masoner

Title:_____

Title: Vice-President - Interconnection Services
Policy & Planning